



Central Connecticut State University

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Purchasing Department

Request for Proposal Number 2017-02

Bookstore Operation Services at Central Connecticut State University

INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish comprehensive Bookstore Operation Services at CCSU.

AUTHORITY

This RFP is issued by CCSU under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1	Administrative Overview
Section 2	Scope of Work
Section 3	Proposal
Section 4	Proposal Evaluation
Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Administrative Forms (CHRO Bidder Contract Compliance Monitoring Report, OPM Ethics Form 1, OPM Ethics Form 5, Nondiscrimination Certificate)
Appendix V	SEEC Campaign Contribution Restrictions language
Appendix VI	RFP Response Check List
Appendix VII	Employee Standards of Conduct
Attachment A	Draft Boiler Plate Contract Language
Attachment B	Bookstore Floor Plan

Section 1. Administrative Overview

1.0 ADDENDA TO THIS RFP

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at <http://das.ct.gov/cr1.aspx?page=12> and at <http://www.ccsu.edu/purchasing/currentBids.html>. It shall be the responsibility of prospective proposers and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

This process is intended to ensure that all Proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by Addenda from the Purchasing Department of the University.

1.1 COMMUNICATION BETWEEN THE UNIVERSITY AND THE PROPOSERS

Informal Communications:

From the date of issuance of this RFP until the Contract is executed with the selected proposer or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

- Requests from the proposers to any department(s) at the University, for information, comments, speculation, etc.; and
- Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

Formal Communications:

From the date of issuance of this RFP until a Contract is executed with the selected proposer or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this RFP. Formal communications shall include but not be limited to:

- Questions from Proposers to CCSU – see Section 1.2
- Oral Presentations
- Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY CONTRACTORS PROPOSAL OR CANCELLATION OF THIS RFP.

1.2 SUBMISSION OF QUESTIONS

Proposers shall submit all questions in writing to Thomas Brodeur, Purchasing Manager, via email to brodeur@ccsu.edu. No verbal questions will be entertained. The deadline for submission of questions is 4:30 p.m., E.S.T., on **November 23, 2016**. Any questions and their answers shall be published as an addendum. See section 1.0 for additional information on Addenda.

Under no circumstances may any proposer or its representative contact any employee or representative of the University regarding the RFP or proposals, other than as provided in this section or Section 1.1 prior to the execution of the Contract. Strict adherence to this important procedural safeguard is required.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

1.3 SITE INSPECTION

To schedule a site inspection of the existing bookstore, contact Tom Brodeur, Purchasing Manager, at brodeur@ccsu.edu or 860-832-2531.

Note that a site inspection is not mandatory. Also note that no questions will be answered at any site inspections. Refer to Section 1.2 for the proper procedure to submit questions.

1.4 SUBMISSION OF PROPOSALS

Proposers shall submit a clearly marked original and eight (8) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **December 5, 2016** at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the execution of the Contract.

Proposals shall be mailed or hand delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department, Marcus White Annex Room 006
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

Any proposal received after 3:00 p.m. E.S.T. on December 5, 2016 shall be rejected and will not be opened. The University does not take responsibility for any lost or misdirected mail.

The outside cover of the package containing the proposals shall be marked:

RFP 2017-02, Proposal for Comprehensive Bookstore Services at CCSU, submitted by (Name of Contractor).

Note that in the event of university closing or early dismissal due to inclement weather this RFP will be due and opened at 3:00 PM on the next business day. Please call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.

1.5 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated Contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Contracts. The failure of any respondent to receive and/or examine the RFP, including all exhibits and attachments, document, form, addenda, or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed Contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into any subsequent Contract.

1.6 ADVERTISING

In submitting a proposal, the Contractor agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

1.7 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal

offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Proposer's proposal may be disqualified for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision affording the Contractor the right to accept or reject award.
- The Contractor is on the State of Connecticut Department of Labor Debarment List (current issue) at any time up to the execution of the Contract.
- The Contractor is currently in default or has been in default of any prior State of Connecticut Contract.
- The Contractor materially misrepresents information in their proposal.

1.8 RIGHTS RESERVED

CCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CCSU will be served. Should CCSU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

1.9 AWARD NEGOTIATIONS

Proposals should be submitted on the most favorable terms in response to this RFP and comply with IRS Revenue Procedure 97-13 as modified by Revenue Procedure 2001-39 or the proposal must comply with IRS Revenue Procedure 2016-44. Proposals must demonstrate an understanding of the scope of work and the ability to provide said work set forth and must include information that will enable the University to determine the proposer's over-all qualifications. The University reserves the right to request additional information or clarification on any information included in the Firms proposal.

Prior to the award, the University may elect to conduct negotiations with the highest ranked proposer(s) for purposes which include:

- Resolving minor differences and informalities
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from proposers
- Exploring ways to improve the final Contract

1.10 FORMATION OF CONTRACT

See Attachment A, for "Draft Boiler Plate Contract Language".

CCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Draft Boiler Plate Contract Language, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

1.11 INSPECTION OF PROPOSALS AND CONFIDENTIAL INFORMATION

Proposals may be available for public inspection after the Contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The University treats each Proposal as confidential until after the Contract is executed. At that time they become subject to disclosure under the Freedom of Information Act (FOIA). If a respondent wishes to supply any information, which it believes is exempt from disclosure under the FOIA the respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

1.12 TERM OF CONTRACT

The initial term of the Contract shall be for five (5) years, extending from **July 1, 2017 through June 30, 2022**, and may with mutual consent be renewed once for one additional five (5) year term.

1.13 CONTRACT INVALIDATION

If any provision of the Contract is found to be invalid, such invalidation will not be construed to invalidate the entire Contract.

1.14 INDEMNIFICATION

1.14.1

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract and at a minimum those prescribed in Section 2.4 of the Draft Boiler Plate Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College/University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

- 1.14.2 Liens: The successful Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor.

- 1.14.3 Actions of Contractor: The actions of the successful Contractor with third parties are not binding upon the University. The Contractor is not a division of the University, partner or joint venture of/with the University.

1.15 APPLICABLE LAW

The terms and provisions of this RFP, and any ensuing Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

1.16 CONTRACT TERMINATION FOR CAUSE

- 1.16.1 Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- 1.16.2 Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision. A breach of this agreement may arise from occurrences including, but not limited to: failure to maintain insurance coverage as required by this agreement, failure to provide required periodic statements when due, failure to pay periodic commission or guarantee payments when due or failure to provide service of satisfactory quality to the University. Failure to provide service of satisfactory quality may include, but shall not be limited to, any cessation or diminution of service including, but not limited to, failure to maintain adequate personnel (whether arising from labor disputes, or otherwise), any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest, or failure to comply with the terms of this agreement.
- (i) Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party, by providing Notice to Cure, and afford the breaching party an opportunity to reply to the Notice of Cure within ten (10) calendar days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days.
- a. If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) calendar days after such remedy is reached to cure the noncompliance cited in the Notice to Cure. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.
- b. If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by the Contractor, the University reserves the right to terminate the Contract.
- c. If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of remedy, the University reserves the right to terminate the Contract. Or if the noncompliance recurs the university reserves the right to terminate the Contract without providing a Notice to Cure.
- d. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution

of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- 1.16.3 The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all University all records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 1.16.4 Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 1.16.5 The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- 1.16.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- 1.16.7 Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- 1.16.8 Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.
- 1.16.9 Should the University breach any term or provision of this agreement, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding correction thereof. Unless within ten (10) calendar days after receiving such notice, the allegation of breach shall be contested by the University or such breach shall cease and arrangements made for correction, the Contractor may terminate the agreement by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to terminate this agreement.
- 1.16.10 Should the Contractor terminate the agreement for any reason other than breach of the agreement by the University, the performance bond shall be forfeited to the University as liquidated damages.

1.17 CONTRACT TERMINATION FOR CONVENIENCE

- 1.17.1 Termination by the University: Except as provided in Section 1.17 and subject to the section intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty (60) calendar day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 1.17.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor under the following conditions.

Notice must be received on or before	For a cancellation effective date of the following
December 31 st	June 30
July 1	December 31 st

Nothing in this section shall affect the parties' obligations and responsibilities, under this Agreement, during the period after notice is given. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on either June 30th or December 31st, depending on the date of receipt of the notice.

1.18 CAMPAIGN CONTRIBUTION RESTRICTIONS

For purposes of the Campaign Contribution Restrictions, a "State Contract" is defined to mean:

An agreement or Contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or Contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State Contract" does not include any agreement or Contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or Contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Appendix V.

1.19 EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a

part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

1.20 WHISTLE BLOWER PROTECTION

The Auditors of Public Accounts have been authorized to receive information concerning matters involving corruption, unethical practices, violation of State laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any State department or agency.

The Auditors can be reached by calling (800) 797-1702 or by email at patricia.wilson@ct.gov or in writing:

Auditors of Public Accounts
18 Trinity Street
Hartford, CT 06106-1628
Attention: Patricia Wilson, Administrative Auditor

Any awarded Contract as a result of this RFP may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

1.21 SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes shall be incorporated by reference and made a part of any awarded Contract as a result of this RFP as if the summary had been fully set forth in the Contract.

1.22 DISCLOSURE OF RECORDS

Any awarded Contract as a result of this RFP will be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each Contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

1.23 NONDISCRIMINATION

Central Connecticut State University is an equal opportunity employer. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law

Any awarded Contract as a result of this RFP is subject to the following nondiscrimination provisions
(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv)

"Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

1.24 CLAIMS AGAINST THE STATE

The awarded Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

1.25 PROTECTION OF CONFIDENTIAL INFORMATION

(a) Confidential Information: This shall mean all information related to the business operations, marketing plans, financial position; other business information; any other information disclosed to the Contractor any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained

from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Agency, the Contractor, or the State.

(c) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(d) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(e) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(f) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(g) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

(h) If applicable, Contractor must comply with the Confidential Information Addendum, incorporated in the Boilerplate Contract as Attachment A.

1.26 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow the Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

1.27 DATA SECURITY

(a) The Contractor acknowledges that it may have access to Personal Identifiable Information (“PII”). For purposes of this Agreement PII means an individual's first name or first initial and last name in combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

(b) Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes, (collectively a “Breach”), involving any PII which the Contractor has received under the terms of this agreement, the Contractor shall indemnify and hold CCSU harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call center for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys’ fees associated with such Breach. This Section shall survive termination of this Agreement.

1.28 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

University requires that Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor)

Section 2. Scope of Work

2.1 BACKGROUND

Central Connecticut State University (CCSU) was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU is governed by the Connecticut State Colleges & Universities (ConnSCU) Board of Regents, which oversees the four Connecticut state universities (Central, Eastern, Southern, and Western) and the state's 12 community colleges and Charter Oak. For more information: <http://www.ct.edu/regents>.

Princeton Review selected CCSU as one of "The Best Northeastern Colleges" and one of "America's Best Value Colleges."

The college guide book "Great Colleges for the Real World: Get in, Get out, Get a Job" selected CCSU as one of the "best 200 colleges" in the nation.

Fast Facts showing the makeup of the Central Connecticut State University by semester about can be found at the following link:

<http://web.ccsu.edu/oira/fastfacts.asp>

2.2 OBJECTIVES

CCSU is seeking a qualified vendor to provide a full service, high quality, cost effective solution regarding the complete management of the University's Bookstore operations to service the needs of the University's students, faculty, staff and guests. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

2.3 CURRENT SERVICES INFORMATION

The University Bookstore is currently located in the CCSU Student Center.
For a floor plan of the bookstore see Attachment B

2.3.1 The following are most recent three complete fiscal year sales figures. These figures are provided as historical data only and are not a guarantee of future sales.

	FY13-14	FY14-15	FY15-16
Digital Textbooks	19,940	29,994	30,450
New Textbooks	1,978,385	2,088,893	1,728,592
Textbook Rentals	889,692	1,008,171	977,004
Trade Books	27,980	28,655	19,201
Used Textbooks	823,780	715,577	668,504
Total Book Merchandise	3,739,776	3,871,289	3,423,752
Cafe & Convenience	181,841	178,070	175,409
Computer Products	49,891	57,605	55,247
Emblematic Clothing & Gifts	425,564	440,731	468,287
Other	35,166	37,389	34,769
School Supplies	129,371	131,876	135,869
Total General Merchandise	821,833	845,670	869,580
Total Sales	4,561,609	4,716,959	4,293,332

Total Sales for the two previous years are as follows:

FY11-12	\$4,586,784
FY12-13	\$4,660,177

2.3.2 The approximate square footage of the bookstore location is 7533 square feet. The retail area (including text book shelves) is approximately 5898 sq. ft. and the storage area (with office space) is approximately 1635 sq. ft. The bookstore makes use of a loading dock which can be seen on the floor plan.

2.3.3 The current contractor also sells clothing and merchandise at home football games using a small building at Arute Stadium. They also own kiosks that they use for the same reason at home basketball games at Kaiser Hall. The kiosks are owned by the contractor but stored and moved by CCSU as needed. It is anticipated that this practice will continue with the awarded contract.

2.3.4 The current contractor hosts a program called Central Authors. The Central Authors program is a series of 12 half-hour programs in which CCSU faculty and staff are provided the opportunity to discuss their recently published books to small groups, right in the bookstore. The programs usually run throughout the academic year at a day and time that is mutually agreed to by the presenting author, the program producers and the bookstore. The programs are recorded and distributed to cable stations to 25 Connecticut cities and towns. It is anticipated that this practice will continue with the awarded contract.

As host, the current contractor –
 Provides the space
 Provides the set-up (podium and seating)
 Provides a few copies of each author's book for sale
 Provides a complimentary Central Authors custom golf-shirt for each speaker
 Provides a complimentary bottle of water for each speaker
 Provides complimentary bags of freshly made popcorn for the audience

2.3.5 CCSU currently has a contract with Coca-Cola for exclusive pouring rights on campus, including at the Bookstore location. That contract expires on 6/30/17 and that service is currently out to bid.

2.3.6 CCSU currently has a contract with Berkshire Food Dist Inc (Formerly Next Generation Vending LLC) for vending machine sales of non-exclusive food and snacks, including one hot beverage machine in the Student Center. Contract valid through July 31, 2018

2.4 SCOPE OF DESIRED SERVICES

The awarded contractor shall operate the bookstore facility as an independent contractor and shall be the University's exclusive seller of all required, recommended or suggested textbooks, course materials, and other items typically sold in college bookstores. Note that CCSU contracts with Sodexo Operations, LLC to provide food service operations on campus. Part of that contract entails a retail service which sells made to order food as well as prepackaged snacks and beverages. Snacks and beverages shall not be considered part of either contractor's exclusive rights at CCSU.

2.4.1 The University Bookstore operation services must be provided in a manner which will complement and enhance campus academic and student life programs. The University seeks to develop innovative solutions which will articulate the University's mission regarding teaching, research, and public service, on the one hand, and improve and promote the campus on the other.

2.4.2 The awarded contractor shall offer a full line of goods required to support the course offerings of the University. The awarded contractor shall provide for sale a full line of textbooks and support materials as identified by faculty as necessary for the presentation of courses. It shall be the responsibility of the awarded contractor to obtain a list from faculty each semester (Fall, Spring, Summer and Intercession) of texts and other books or materials faculty wish to use in their courses.

2.4.3 The awarded contractor shall operate a fully functional bookstore that will sell not only paper textbooks, but also trade books, e-books, stationary, university imprinted clothing, clothing, school supplies, health and beauty aid items, sundries and snacks. Other items usually sold in University Bookstores may be sold as well, in addition to other

items mutually agreed upon by the University and the awarded contractor. The sale of alcohol and tobacco products, however, is entirely prohibited.

2.4.4 In order to meet the needs of the University, the awarded contractor must provide bookstore operation services on a daily basis in accordance to the following schedule –

Regular Hours (follows academic calendar)

Mondays – Thursdays 9am - 7pm

Fridays 9am – 8pm

Saturdays – 9am-3pm

Sundays closed

Summer Hours

Mondays – Thursdays 9am - 4pm

Fridays 9am –1pm

Saturdays and Sundays closed

During peak periods of enrollment, such as at the start of a semester, or for special events on campus, additional hours of operations may also be provided as necessary.

2.4.5 The awarded contractor shall provide a CCSU branded web site through which sales are made to the CCSU community and others. All sales (textbooks, other books, supplies, etc) through this web site must be recorded as sales under this contract and eligible for commission. The current Contractor's website is integrated with CCSU's registration site allowing students to see and purchase their book at the time of course registration. It is anticipated that this practice will continue with the awarded contract.

2.4.6 The awarded contractor shall provide electronic textbooks and other related books where available for purchase and/ or rental, and download.

2.4.7 The current contractor has worked with the University to implement a registration integration tool which allows students to order and purchase books at the time of registration. It is expected that the awarded contractor shall work with the University to establish a similar practice.

2.4.8 Bidding contractors shall propose innovative methodologies and procedures, including potential new technologies, for purposes of facilitating student book purchasing and other means of providing textbook material to students.

2.5 PRICING and METHOD OF PAYMENT

The University requires the following pricing structure concerning the Bookstore operational policies. The awarded contractor, upon request by the University, will provide proof of these expectations.

2.5.1 The cost of new, required hard and soft cover textbooks and trade books shall not exceed the suggested list price of the publisher.

2.5.2 Used books, in good condition, shall be available at not more than 75% of the current selling price.

2.5.3 Course packs and non-returnable textbooks may be priced at an agreed upon gross margin. The awarded contractor must clearly communicate to the purchaser that such material is restrictive and non-returnable.

2.5.4 In order to support the computer services area of the University, the awarded contractor shall provide for sale relevant software, study aids and related materials involving computing activity by students, faculty and staff at a discounted competitive price.

2.5.5 Bestsellers, paperbacks, and other such book materials shall be sold at or below publisher's list price.

2.5.6 General school supplies and other sundries shall be priced to be competitive with other retailers in the local area.

2.5.7 The awarded contractor agrees to place special orders for books requested by faculty, students or staff. Appropriate deposit requirements as a protection to the store are authorized.

2.5.8 The awarded contractor shall accept all major credit cards, debit cards (including the university debit card), cash, and personal checks with proper identification.

2.5.9 The awarded contractor shall provide their own network connection, network equipment, and processing devices to support credit and debit card transactions. The awarded contractor may use the University's infrastructure to build their PCI compliant network. The University will assist in establishing the awarded contractor's network by providing access to data closets and network drop locations. The awarded contractor shall also be responsible for contracting with an internet service provider in order to facilitate the transmission of credit card transactions from the awarded contractor's point of sale to the awarded contractor's credit card processor. The awarded contractor shall be responsible for the cost of any equipment and reoccurring charges associated with the internet service.

2.6 REFUNDS/EXCHANGES

The awarded contractor agrees to refund or exchange without penalty any textbooks—in like condition--within seven (7) days of the beginning of the fall and spring semesters. Full refunds are should also be available within two (2) days of enrolling in a class from the start of any part-semester course for which the text was purchased. If a student presents a drop slip, any associated refund may be provided on a sliding scale. Such sales and refund policies shall be conspicuously posted.

2.7 BUYBACK

2.7.1 The awarded contractor shall provide a book repurchase (buyback) system that will allow for the buyback purchase of hard and soft cover texts that are in good, resalable condition. Excluded from the book buyback system are all workbooks and study guides used specifically with the intention of marking up and/or removing pages from, as well as packaged systems upon which subsequent purchases violate the publisher's granted license (the restrictive and non-returnable materials must be clearly communicated to the buyer upon purchase).

2.7.2 When the awarded contractor has been notified that a book will be used at the University for the following semester or session, the awarded contractor shall offer to purchase the book for not less than 50% of the book's selling price, provided the book is in good condition. In the absence of such notification, or if the book will not be used for the following semester or session at any of the Connecticut State University locations, or is to be replaced shortly by a revised edition according to the announcement of the publisher, the awarded contractor will offer to repurchase the book at the price listed for same, in good condition, in the current issue of Textbook Buying Guides.

2.8 COMMISSIONS, ACCOUNTING AND PAYMENTS

2.8.1 The University's fiscal reporting period is July 1st through June 30th. The awarded contractor's reports regarding sales and commissions shall comply with this period.

2.8.2 The University shall receive all commission payments by the 25th day of the following month.

2.8.3 The awarded contractor shall maintain complete and accurate sales transactions for each sale in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of three (3) years from the close of each year's operation or until audited by the University, whichever occurs first. The University's representative or selected auditors may annually, or more often if deemed necessary, examine all financial and operational phases of the contractor's services. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

2.8.4 Contractors with bookstore service at more than one Connecticut State University campus shall provide period statements that are uniform at each University as nearly as possible as the obligations of each contract specifications permit.

2.8.5 All period commission statements and payments shall be sent to the Chief Financial Officer or his/her designee. Bookstore commissions and guarantee payments not received by the University on the 25th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Connecticut uses for delinquent income tax.

2.9 UTILITIES, FIXTURES and ALTERATIONS

2.9.1 The University shall provide utilities (electrical, water, telecommunications and data outlets) to the University Bookstore; however, the awarded contractor must provide all the equipment, software and supplies necessary to connect to these utilities.

2.9.2 The awarded contractor shall supply the necessary merchandising fixtures for the operation of the Bookstore upon commencement of this agreement. The Contractor shall provide regular preventative maintenance for all bookstore operational equipment and fixtures in the Bookstore, and replace any bookstore operational equipment, contractor owned computer systems, or merchandising fixtures that require replacement. Provision and maintenance of cash registers are the responsibility of the Contractor, and all transactions shall be recorded on such registers.

2.9.3 The awarded contractor shall also provide fittings such as display racks for clothing, supplies, sundries, newspapers, magazines, etc., as well as refrigeration units for various items. Any existing University owned fixtures may be used in the event they are deemed adequate upon inspection by the University and the awarded contractor.

2.9.4 The awarded contractor shall furnish, decorate and generally outfit the Bookstore in such a manner as to present a high-quality retail operation dedicated to providing university bookstore operations.

2.9.5 The awarded contractor may make such alterations and facility changes to the Bookstore that the Contractor believes are essential to its mode of operation. Such alterations or facility changes shall only be made with the prior written approval of the University, which approval shall not be unreasonably withheld, and shall be in compliance with all applicable statutes, codes - including the Office of the State Building Inspector, ordinances, CCSU Office of Facilities Management's rules and regulations. Such alterations or facility changes shall be made at the sole expense of the Contractor.

2.9.6 The University or the University's contracted cleaning vendor shall sweep and damp mop all VCT areas and vacuum carpeted areas daily Monday thru Friday (excluding holidays). The University or the University's contracted cleaning vendor shall also strip and wax the VCT areas of the Bookstore a minimum of once per calendar year. The Contractor shall be responsible, at its sole expense, for providing the remainder of the general custodial services, including but not limited to cleaning windows, all trash removal, dusting and general light cleaning.

2.10 SECURITY

2.10.1 The University Card Office shall be responsible for the issuance Blue Chip Vendor ID/Access cards in accordance with University Policy. The access and security granted to each Blue Chip Vendor ID/Access shall be at the discretion of the University in accordance with its Access and Security policies subject to the periodic review of the University. The Contractor shall be responsible for safekeeping of their Blue Chip Vendor ID/Access. Any lost/stolen Vendor ID/Access cards must be reported immediately to the CCSU Police Department at 860.832.2375 or at bluechip.ccsu.edu. The Contractor must notify the Manager of Contract Compliance and Procurement Services or designee immediately when a Contractor's employee leaves the contractor's employment so access can be terminated appropriately. The Contractor will be responsible for the cost to replace any lost or stolen Blue Chip Vendor Access/ID cards in accordance with University policy. The Contractor shall also be responsible for the security of those areas that are used by its employees and agents. The Contractor shall immediately report to University police any trespass or break-in to areas of the University campus utilized by the Contractor and for reporting all the facts known to it relating to losses incurred as a result of such trespass or break-in.

2.10.2 The awarded contractor shall purchase locks and other security devices not provided by the University that may be required by the Contractor to further secure products or property maintained by it within the Bookstore. Contractor may not purchase any lock devices for building or bookstore entrance, exit or any other external bookstore or building access points.

2.10.3 The University shall have immediate access to all secured areas for the purpose of emergency and security reasons.

2.10.4 The University shall provide the awarded contractor with campus security services including night patrol, door checks, security consulting, and call response. Security services provided by the University shall not include armored car service.

2.11 EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT & SANITATION

2.11.1 The Bookstore premises, equipment, supplies and facilities shall be maintained for the life of this contract in conditions satisfactory to the University and in compliance with all university, state and local related health and sanitation codes. Thus, the awarded contractor shall adhere to the highest standards of cleanliness and sanitary practices.

2.11.2 The Connecticut Department of Public Health, the New Britain Health Department, and the University's Chief Administrative Officer (or designee), the CCSU Police Department and environmental health personnel shall have complete cooperation and access to all service, production and storage areas for inspection purposes. The Contractor shall implement corrective operating measures required as a result of these inspections and reports within a ten-day notification from the University.

2.11.3 The awarded contractor shall remove all waste packaging including, but not limited to, master cartons and boxes from service and storage areas to dumpsters provided and serviced by the University.

2.11.4 The awarded contractor shall provide refuse waste containers, including waste container liners, in sufficient quantity to maintain sanitary standards for trash disposal. The awarded contractor shall also comply with University and state policies related to recycling of waste materials.

2.11.5 The University shall be responsible for the costs of insect and pest control in all retail and storage areas of the Bookstore. The awarded contractor shall maintain maximum insect and pest control for the products and equipment of the bookstore.

2.11.6 All material, equipment and supplies utilized by the contractor shall comply fully with all applicable safety requirements set forth in state and federal statutes and regulations, the rules of the Industrial Commission on Safety, and all applicable OSHA standards.

2.11.7 The University shall assume financial responsibility for the following:

- (a) All repairs to and maintenance of the Student Center building, including that portion of the building to be utilized by the Contractor for operation of the Bookstore; and
- (b) Snow removal.

2.12 TELEPHONE SERVICES and DATA CONNECTION

2.12.1 The University shall provide the awarded contractor with telephone equipment and services. Such services include initial installation of the telephone units, campus and extended local service calling coverage, voicemail services and telephone lines necessary to connect alarms, faxes and modems. The University, as owner of the telephone service, will bill the awarded contractor monthly at current University rates for the equipment, line, toll, circuit and other miscellaneous costs. If during the life of the agreement, the awarded contractor requests additional or replacement telephone sets, telephone lines, or associated services, charges will be billed in accordance with University departmental rates.

2.12.2 The University will also provide upon request data access connections to the University's network and internet. The awarded contractor is responsible for providing all the cables, network cards and software necessary to connect to the data jack(s) for each personal computer. The University shall also provide physical access and connections to the contractor's private network. The awarded contractor shall provide Bookstore personnel with personal computers as necessary, including all the cables, network cards and software required to connect each personal computer to the University's data network and/or the contractor's private network.

2.12.3 The University will provide six (6) e-mail accounts for use by Bookstore staff for communication with students, faculty and staff. The University will allow use of faculty, staff and student list servers by the Bookstore manager for dissemination of announcements of benefit to the campus community. Use of faculty, staff and student distribution lists associated with the campus e-mail system shall be subject to the approval of the Manager of Contract Compliance and Procurement Services.

2.12.4 The awarded contractor shall provide a CCSU branded web site through which sales are made to the CCSU community and others. All sales (textbooks, other books, supplies, etc.) through this web site must be recorded as sales under this contract and eligible for commission. The Contractor's website shall be integrated with CCSU's registration site allowing students to see and purchase their book at the time of course registration.

2.12.5 The University will take into consideration technology requests made by the awarded contractor during the life of this contract, and negotiate in good faith the distribution of costs associated with such projects.

2.13 CAMPUS DEBIT CARD SYSTEM

2.13.1 The University currently uses Odyssey PCS (Version 7.6.3729) as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 (www.cbord.com), developed the Odyssey system application. All sales through the University's debit card system (aka Blue Chip card) will be determined through the Odyssey system, NOT through the University's network.

The Contractor shall provide at their own expense an IP based interface for the Odyssey system. The Contractor shall additionally be responsible for reimbursing the University for the Annual License and Maintenance Fee related to the Odyssey system.

Debit card sales will be reported by the University Card Office to the Contractor and paid to the Contractor on a monthly basis according to the negotiated rate.

2.14 PERFORMANCE BOND

2.14.1 The awarded contractor is required to furnish a performance bond in the amount of \$175,000 made payable to Central Connecticut State University. Such bond must be furnished by the awarded contractor upon notification of contract award by the University. The bond must have a surety with such company or companies authorized to do business in Connecticut, as listed in the most recent United State Department of the Treasury circular #570.

2.14.2 The performance bond must be in effect for the entire contract period and may be renewed annually on the anniversary of the agreement date.

2.14.3 The performance bond shall also provide that, in the event of non-renewal, the University and the awarded contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of a non-renewal, the awarded contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice.

2.14.4 Failure to maintain the required surety or failure to provide the bond within the twenty-one (21) day notification period may result in contract termination.

2.15 PERSONNEL EMPLOYMENT PRACTICES AND STAFFING

2.15.1 The Contractor shall furnish a supervisor or employee who will be available on call so that the University is assured of 24-hour service as required or needed.

2.15.2 The awarded contractor shall provide headquarters management staff, made known to the University, to act with full authority on the awarded contractor's behalf in any and all matters pertaining to the specifications of this contract.

2.15.3 Personnel relations of employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The awarded contractor shall also provide training and development programs for their employees at all levels of the organization.

2.15.4 The Contractor shall control the conduct, demeanor and appearance of its employees and agents.

2.15.5 Personnel of the awarded contractor shall observe all regulations of the University; failure to do so may be grounds for dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.

2.15.6 Employee identification (i.e. name badges) shall be provided by the Contractor. All employees of the Contractor shall display such identification while on duty at the University.

2.15.8 All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Connecticut governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.

2.15.9 The awarded contractor shall be encouraged to employ CCSU students to fill short and long term part time employment needs.

2.15.10 All employees on the awarded contractor's payroll shall be subject to the University's Employee Standards of Conduct. See Appendix VII

Section 3. Proposal

Proposers shall have sufficient experience, resources and qualified personnel to adequately perform the prescribed service. Proposers shall submit evidence of qualifications as requested in the solicitation.

If significant errors are found in the proposal, or if the proposal does not substantially conform to the requirements of the RFP, that proposal may be considered unresponsive and rejected.

Proposals submitted unsigned or after the due date and time shall be rejected.

The following requirements are presented as a minimum expectation for any Contractor's proposal to be considered and are to be addressed in the Contractor's response. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

3.1 Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted and failure to submit all information requested may result in your proposal being considered non-responsive and therefore, rejected.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on meeting all requirements and content clarity.
 - 1) Proposals shall be submitted following the sequence of the questions asked in section 3.4 and should be identified as a response to the specific question. All information which pertains to that question should be placed in that section. The financial proposal which shall be submitted in accordance with Section 3.3.
 - 2) All pages of the proposal should be numbered. CCSU requests that Proposers use the section numbers, letter and headings from the RFP. Proposals that are not organized by section number and question corresponding with each section separated by a tab, risk elimination if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - 3) The proposals should contain a table of contents that identifies each section and page numbers.
- c. In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following:
 - 1) All proposals should be submitted on two-sided recycled paper, where possible.
 - 2) Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.

Any RFP response, subsequent submittals and resultant Contract are subject to Freedom of Information Act (FOIA) Connecticut General Statute (CGS) Section 1-218. Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University. Trade secrets or commercial or financial information given in confidence submitted by a Proposer shall not be subject to public disclosure, however, the Proposer must clearly identify on every page of its proposal the information that it considers confidential. In addition, a written notice must be provided that identifies the rationale for the confidentiality of the information and if the information is subsequently requested, the pages marked confidential will be handled in accordance with FOIA Statute.

Labeling the entire contents of a proposal “confidential” is not acceptable and may result in rejection of the proposal.

3.2 Proposer Presentation:

As part of the evaluation process, the University reserves the right to request a formal presentation by any or all qualified Proposers and to visit locations for which the Contractor currently operates. The Purchasing Department shall schedule the presentations following committee review of the proposals. Proposers should be prepared to discuss and substantiate all areas of their proposals. This is a fact finding and explanation session only and does not include negotiation.

3.3 Financial Proposal

Provide your Financial Proposal in a sealed envelope which is clearly marked “Financial Proposal Submitted by (Company Name)”

Financial Proposals shall include complete information on proposed “economic package”, including but not limited to:

- a) Commission Guarantee % (include if the percentage is the same across all or tiered based on category, if tiered include categories and percentage)
- b) Minimum Annual Guarantee
- c) Signing Bonus
- d) Other considerations (additional financial support such as marketing support, Student, Academic and Athletic initiatives, Scholarships, Capital Investment volume incentives, etc.)
- e) The Financial Proposal should also include if any of the above amounts are proposed to be amortized and if so how.

If the awarded contract is extended past the initial 5 year term please provide any additional considerations or changes to the items listed above.

3.4 Program Proposal

Respondents are to address each of the following sections separately and in the sequence provided below. The University requests the responses focus on realistic and attainable plans, programs and financials and how these will be of most direct benefit to the CCSU community. Proposers should be prepared to explain, support, and expand on any proffered plans, programs and financials.

It is the Proposer’s responsibility to ensure that ALL INFORMATION REQUESTED BELOW IS INCLUDED WITH YOUR PROPOSAL and responded to IN THE SEQUENCE PROVIDED unless specifically identified.

- A. Describe how your firm proposes to meet the scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of CCSU’s service needs and requirements. Specifically address Section 2.4, Scope of Desired Services.
- B. Provide descriptions of your internal accounting program and include forms used for:
 1. Inventory control for central warehouse, on location storage areas, and inventory control;
 2. Bookstore personnel accounting controls;
 3. Method of recording, checking and reporting sales;
 4. Route and internal control of cash handling of revenues;
 5. Internal audit system;
 6. Regular accounting and cash control forms used with detailed explanation of each and their importance.
- C. Provide complete information on proposed programs for future business development to increase sales, increase revenues and build services.
- D. Propose plans for facility enhancements and leasehold improvements for bookstore services, if any. Please be specific.
- E. The financial capacity of the bidder must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance. Please provide a complete balance sheet or annual reports as of the last fiscal year of operation. Certification of this report by a Certified Public Accountant is required

- F. Describe your experience with the CBORD Odyssey PCS debit card system.
- G. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of this contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.
- H. Name and address of operating company and the names of all the owners or principals of the company or corporation. Indicate form of ownership, i.e., corporation, partnership, etc., under its present business name.
- I. Provide a description of your organization's training programs for employees, supervisors and managers.
- J. Provide plans for advertising, merchandising and promotion for the first year of the contract, including marketing programs and schedules for implementation. Describe how social media is used as part of your strategy. Proposals should focus on programs to maximize sales volume on campus.
- K. Describe in general terms your approach to meeting the service requirements of this contract including evenings, weekends, athletic events, and special events.
- L. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.
- M. Regulations of Connecticut State Agencies Section 4-114a-3(10) require agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements. Explain your understanding of these requirements.
- The bidder's commitment to develop and implement a successful Affirmative Action Plan;
 - The bidder's submission of EE0-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
 - The bidder's commitment to set aside a portion of the contract for legitimate small contractors and minority enterprise.
- N. Provide other such information as the bidder deems pertinent for consideration by the University (value added services)

Section 4. Proposal Evaluation

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A committee will be selected to evaluate the qualifications/experience and program/operational. The financial proposals will be scored using a predetermined formula. A Contract will be awarded to the responsive, responsible Contractor whose proposal was determined in writing to be the most advantageous to the University. All Contractors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. An initial evaluation of all proposals received shall be conducted to ensure the proposals are responsive in form to the RFP requirements.

Evaluation Criteria

- Demonstrated understanding of CCSU's service requirements, and your firm's ability to meet the described scope of work and to provide first class, comprehensive bookstore operations.
- Quality and soundness of internal accounting program
- Proposer's demonstrated ability to develop future business, increase sales, increase revenues and build services through advertising promotions and marketing programs to maximize sales volume
- Proposed facility enhancements and improvements
- Proposer's financial capacity to support the required services
- Quality of organizational chart, local team and management qualifications and experience
- Company's training program(s)
- Experience with the CBORD debit card system
- Willingness and ability to meet special service requirements of the contract (special events, football games, Central Authors, etc.)
- References, specifically experience in Higher Education
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO)
- Additional information/value added services
- Economic package, including commissions and guaranteed revenue to the University

The order in which the above selection criteria are listed is not indicative of their relative importance.

Supplemental Information: As part of the weighted average review, the University may request the Contractor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

Review of References: Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

The University will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the awards will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Contract.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

Proposal Qualification Data: If necessary to evaluate proposer qualification, proposer may be requested to furnish information including but not limited to the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

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Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization has provided compressive bookstore services similar to those you're proposing for CCSU.

Any experience with ANY Connecticut State agency MUST be included here.

Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

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Appendix II. INSTRUCTIONS TO PROPOSERS

- A. **Proposers shall submit a clearly marked original and eight (8) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.** Proposals **shall be received** by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on December 5, 2016* at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the Contract.

Proposals shall be mailed or hand delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department, Marcus White Annex Room 006
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

Any proposal received after 3:00 p.m. on December 5, 2016 shall be rejected and will not be opened.

The outside cover of the package containing the proposals shall be marked:

RFP 2017-02, Proposal for Bookstore Operation Services, submitted by (Name of Contractor)

*** Note that in the event of university closing or early dismissal due to inclement weather this RFP will be due and opened at 3:00 PM on the next business day. Please call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.**

- B. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- C. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- D. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- E. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- F. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- G. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.
- H. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information Act)
- I. Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct clerical errors in the RFP or vendor proposal..

- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the Proposer's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.
Purchasing Manager
Marcus White Annex room 006
New Britain CT 06050
Phone: (860) 832-2531
Fax: (860) 832-2523
Email: brodeur@ccsu.edu

Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

REQUEST FOR PROPOSAL NO. 2017-02

Bookstore Operation Services at CCSU

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of CCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

(name or firm name)

(phone no.)

(address)

(fax no.)

(address)

(federal I. D. no. or SSN)

(signature)

(date)

(title)

Primary contact for RFP process, if different than above.

(name)

(title)

(phone no.)

(email)

For all State Contracts as defined in CGS § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission's notice advising state Contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Appendix V [SEEC Form 11]

Initial Date

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Appendix IV. ADMINISTRATIVE FORMS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS (rev 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)
PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ -Bidder is certified as above by State of CT Yes__ No__ - DAS Certification Number _____
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
- PLEASE COMPLETE REVERSE SIDE**

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (RES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____ .
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

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STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name **Printed Name of Authorized Official**

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title _____		Name of Firm (if applicable) _____
Start Date _____	End Date _____	Cost _____
Description of Services Provided: _____		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
 Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor _____	Signature of Chief Official or Individual _____	Date _____
	Printed Name (of above) _____	Awarding State Agency _____

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
 or Notary Public**

My Commission Expires

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NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Appendix VI. RFP RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW.

PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- [] References (Appendix I)
 - [] Signed Proposal Certification (Appendix III)
 - [] Financial Proposal (**in a separate, clearly marked envelope**)
 - [] Form of Proposal (complete response to requirements in Section 3)
 - [] Administrative Forms included in Appendix IV –
CHRO Bidder Contract Compliance Monitoring Report
Signed and Notarized OPM Ethics Form 1
Signed and Notarized OPM Ethics Form 5
Signed and Notarized OPM Nondiscrimination Certification
-

Appendix VII

Employee Standards of Conduct

CCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity;

The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.

